

Cuesta Del Sol Annexation Agreement

City of El Paso — City Plan Commission — 9/6/2018

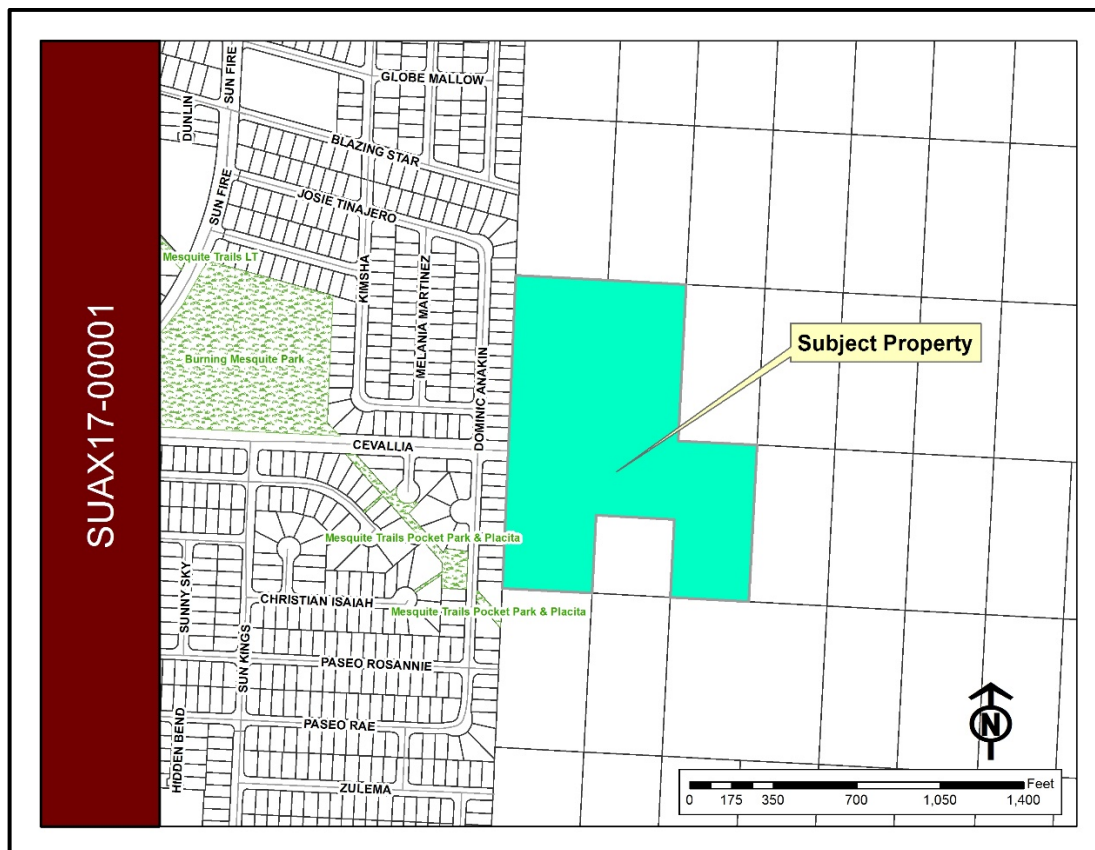
SUAX17-00001 — Annexation



STAFF CONTACT: Harrison Plourde, (915) 212-1584, PlourdeHT@elpasotexas.gov
OWNER: Cuesta Del Sol, Inc.
REPRESENTATIVE: CEA Group
LOCATION: North of Pellicano Drive and East of Dominic Anakin Drive
LEGAL DESCRIPTION: A Portion of Section 15, Block 79, Township 3, Texas and Pacific Railway Surveys, El Paso County, Texas
ACREAGE: 22.596 acres
REQUEST: Annexation for Residential Development
RELATED APPLICATIONS: See Page 4
STAFF RECOMMENDATION: Approval

SUMMARY OF REQUEST: The applicant is requesting to annex approximately 22.596 acres of land located within the City of El Paso's Extraterritorial Jurisdiction (ETJ) to develop 88 single-family residential lots, one ponding area, the extension of Cevallia Avenue and the creation of several new streets.

SUMMARY OF RECOMMENDATION: The Planning Division recommends **APPROVAL** of the Annexation Agreement (see Attachment 4). The subject property complies with the standards of the City's Annexation Policy.



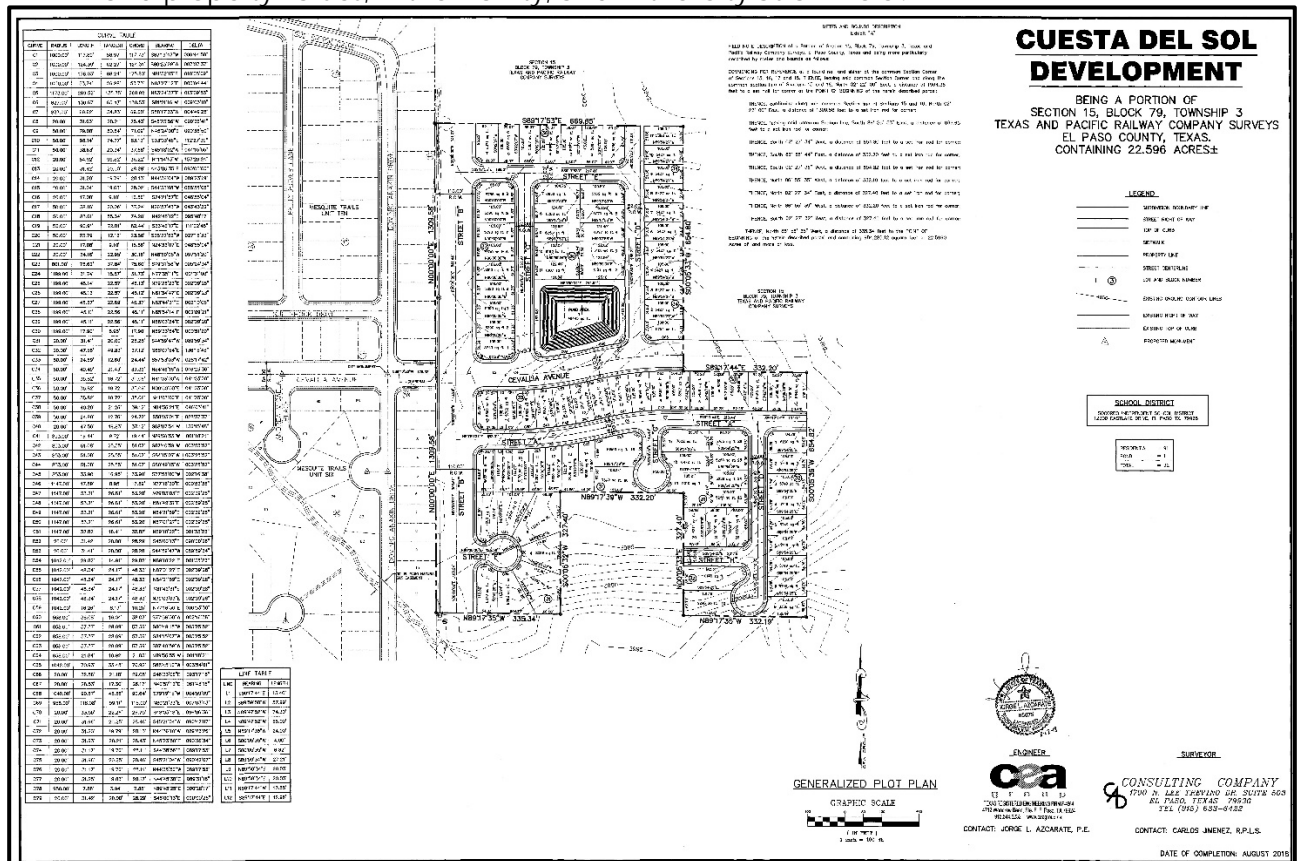
Proposed Annexation Location

The applicant requests annexation of the previously described land into the corporate limits of the City of El Paso. Annexation requests must comply with the standards and provisions of the City's Annexation Policy, as most recently amended on March 4, 2014.

The applicant proposes to develop the property for predominantly residential uses upon annexation of the property. As is required, the applicant has submitted a generalized plot plan (**Attachment 4**) depicting a development comprising 88 single-family residential lots and one ponding area. The plan also shows the extension of Cevallia Avenue east from its current terminus, and the creation of several new streets.

The Commission must determine the following:

1. Will the annexation protect the best interest, health, safety and welfare of the public in general?
2. What is the relation of the proposed change to the City's Comprehensive Plan?
3. What effect will the annexation have upon the natural, social, and economic conditions, and property values, in the vicinity, and in the City as a whole?



CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN

PLAN EL PASO GOALS & POLICIES	DOES IT COMPLY?
<u>O-6 — Potential Annexation</u> This sector applies to potentially developable land that is not needed for urban expansion at this time but is available if expansion is needed. Land can be redesignated from O-6 to a growth sector through a formal amendment to the Future Land Use Map.	The subject parcel is designated O-6 on the Future Land Use map. <i>Plan El Paso</i> recommends the modification of City regulations to create conditions through which O-6 designated land would not be needed for residential demand before 2035. However, the City annexation policy, which has not been updated since the adoption of <i>Plan El Paso</i> , states that areas for voluntary annexation should meet a minimum set of requirements that do not reflect or incorporate <i>Plan El Paso</i> recommendations.
<u>Policy 1.5.1:</u> The City strongly recommends that further outward expansion take the form of complete new neighborhoods that have characteristics of El Paso's most revered older neighborhoods. This policy applies to future development in the O-6 "Potential Annexation" and O-7 "Urban Expansion" open-space sectors on the Future Land Use Map.	The City annexation policy requires review of properties being proposed for annexation against guidelines that are similar to this policy. See the analysis below.

CONSISTENCY WITH THE CITY'S ANNEXATION POLICY

Adopted in September 2009, the City's annexation policy states that proposed annexations are subject to review requirements, including:

"The extent to which the general development plan incorporates Smart Growth principles, most essentially incorporating or promoting a mixture of land uses where appropriate, an interconnected network of streets, and transit alternatives to the automobile."

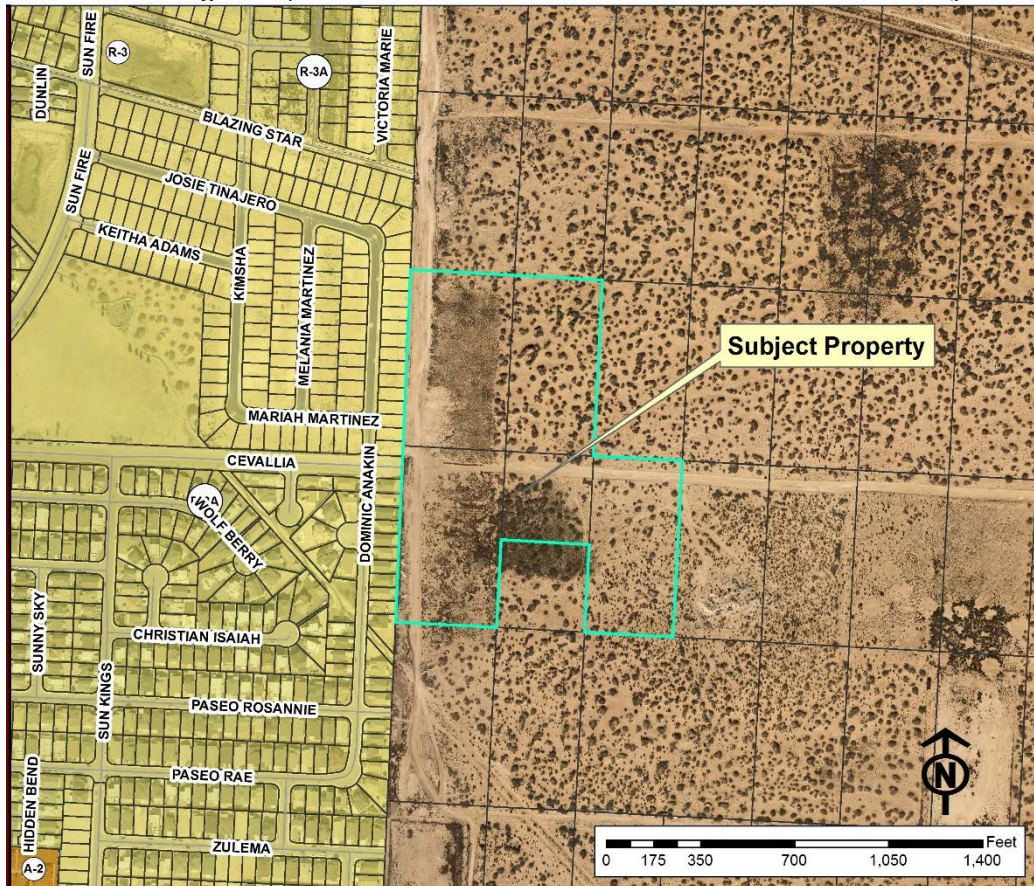
The Generalized Plot Plat provided by the applicant indicates the landowners' intent to develop the property as a residential subdivision including single-family detached houses exclusively. While this proposal does not provide a mixture of land uses, it is consistent with the development pattern present in the City immediately to the west of the subject property.

The plan does include a network of streets that will connect to the existing grid, including the extension of the east-west travelling Minor Arterial, Cevalia Drive, and the inclusion of a north-south travelling Major Arterial to be extended in the future, as per the City's Major Thoroughfare Plan. Several of the local streets proposed within the subject property are designed as stub streets, allowing them to be extended in the future by neighboring developments.

The only dedicated infrastructure for alternative transit options is proposed for the unnamed north-south travelling Major Arterial, which will include buffered bike lanes, as suggested on the City's Comprehensive Bike Plan. The inclusion of the north-south travelling Major Arterial, and the buffered bike lanes thereon, are included in the proposed annexation agreement as conditions that the applicant must comply with in order to be granted annexation.

NEIGHBORHOOD CHARACTER AND COMPATIBILITY: The area to the immediate west of the subject property was annexed in 2006, and is primarily developed for single-family detached residential lots, with neighborhood parks and drainage ponds interspersed. There is an elementary school (John Drugan Elementary) located 0.6 miles away; the nearest existing park

(Burning Mesquite Park) is located 0.14 miles away. Additionally, the Mesquite Trials Multi-use Trail is accessible via Burning Mesquite Park and travels northwest for 0.7 miles to Snowy Plover Street.



Existing Zoning in the Surrounding Area

ADEQUACY OF PUBLIC FACILITIES AND SERVICES: The applicant will need to coordinate with EPWater and utility companies to provide services to the property.

EFFECT UPON THE NATURAL ENVIRONMENT: Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.

COMMENT FROM THE PUBLIC: N/A

STAFF COMMENTS: No objections. See comments from reviewing departments (attachment 6).

RELATED APPLICATIONS: Prior to the commencement of development, the applicant must complete the following processes:

1. Annexation and Service Plan
2. Subdivide the subject property

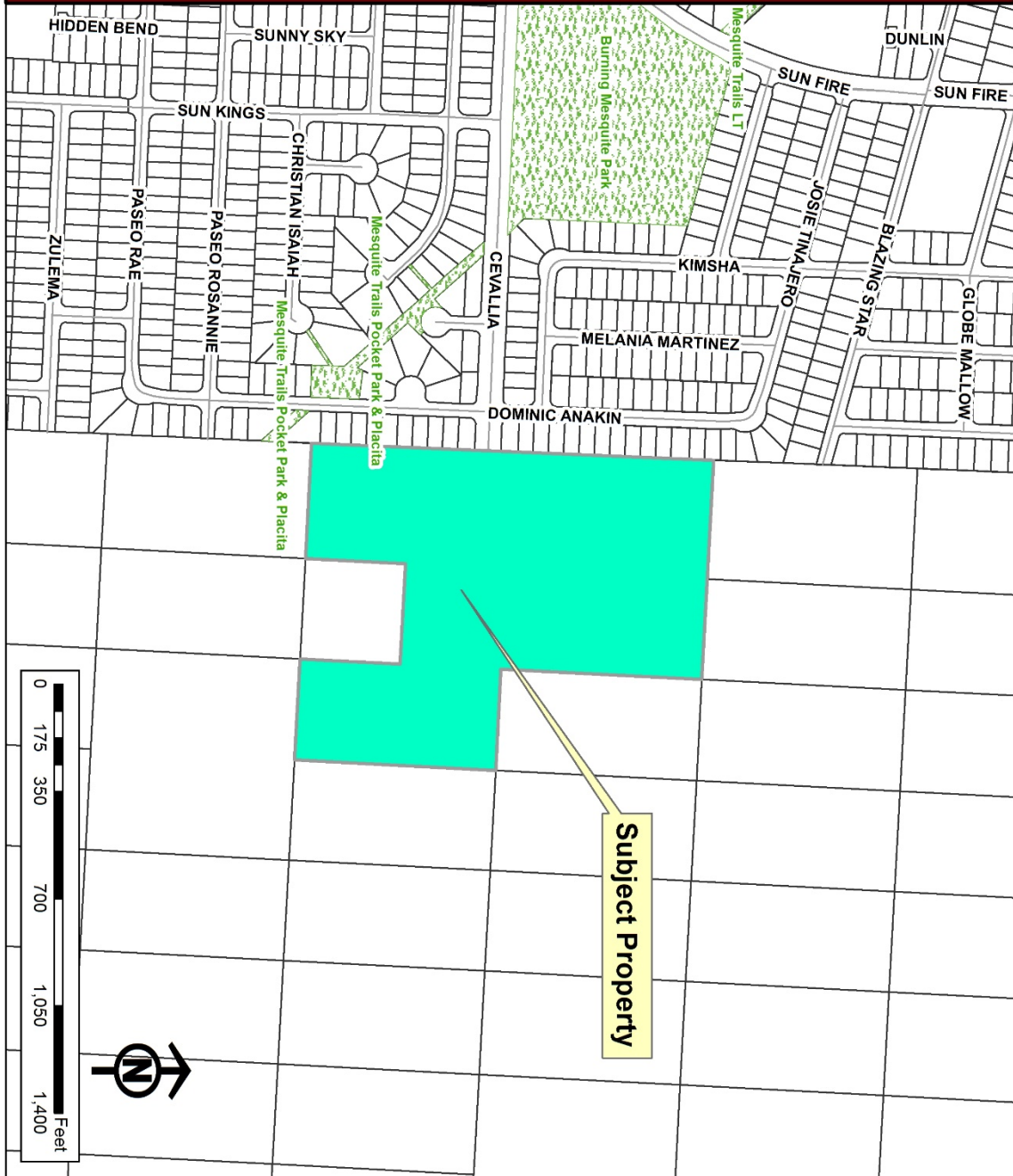
ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Generalized Plot Plan
4. Application
5. Department Comments
6. Annexation Agreement

ATTACHMENT 1

Location Map

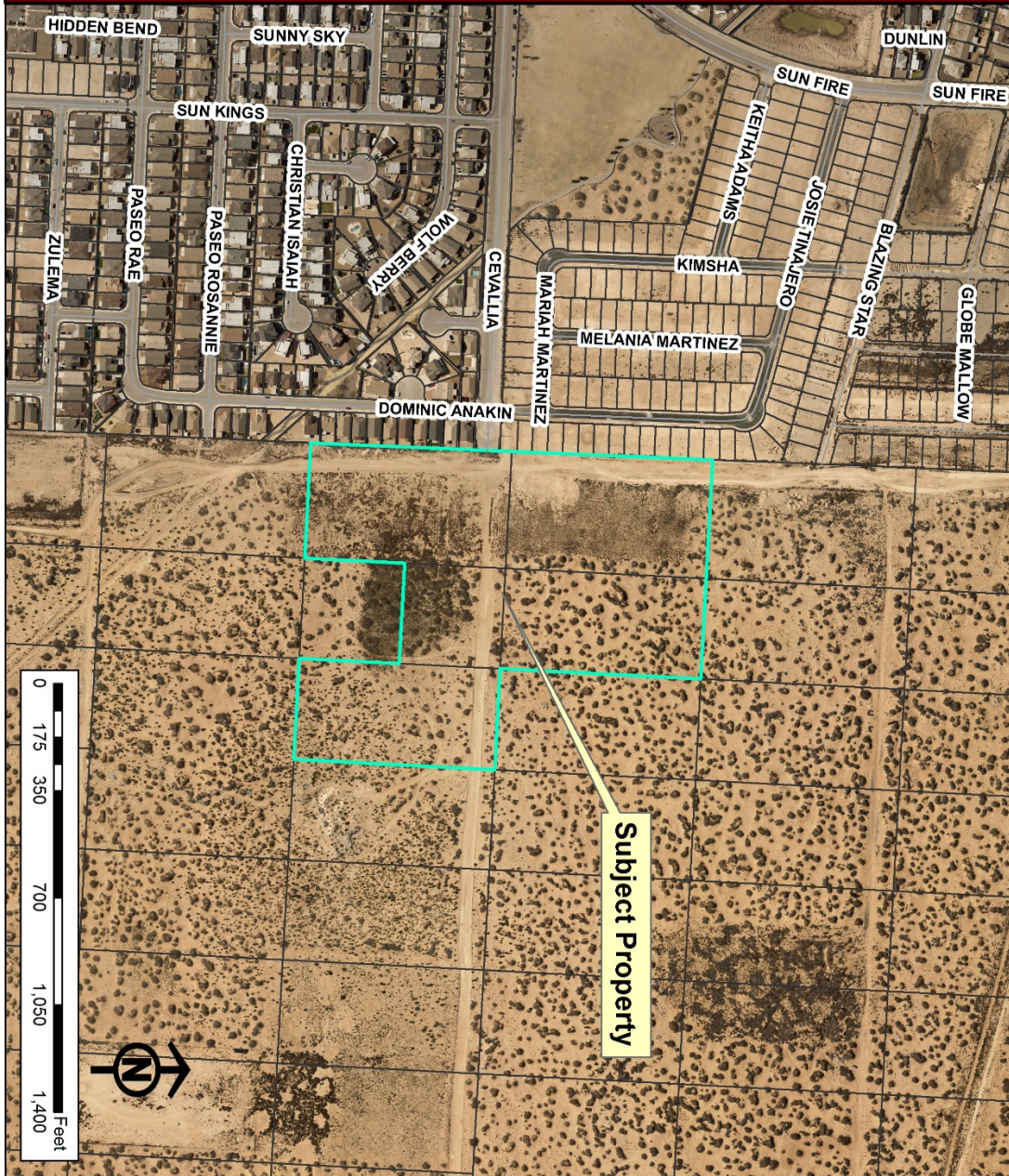
SUAX17-00001



ATTACHMENT 2

Aerial Map

SUAX17-00001



9/6/2018



ATTACHMENT 4

Application



**APPLICATION FOR ANNEXATION
CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

City of El Paso, Texas
811 Texas Avenue
El Paso, TX 79901
915-212-0088

1. CONTACT INFORMATION

PROPERTY OWNER(S): Cuesta Del Sol, Inc
ADDRESS: 11331 James Watt Dr, Bldg F200, El Paso, Texas ZIP CODE: 79925-1178 PHONE: _____
APPLICANT(S): Cuesta Del Sol, Inc
ADDRESS: 11331 James Watt Dr, Bldg F200, El Paso, Texas ZIP CODE: 79925-1178 PHONE: _____
REPRESENTATIVE(S): CEA Group
ADDRESS: 4712 Woodrow Bean Dr Suite F, El Paso, Texas ZIP CODE: 79924 PHONE: 915.544.5232
E-MAIL ADDRESS: jazcarate@ceagroup.net FAX: 915.544.5233

2. PARCEL ONE INFORMATION

PROPERTY IDENTIFICATION NUMBER: X579 000 3150 1005
LEGAL DESCRIPTION: 79 TSP 3 SEC 15 T & P ABST 2153 W 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: 6
ACREAGE: 5 acres PRESENT ZONING: N/A PRESENT LAND USE: Vacant
PROPOSED ZONING: R3-A PROPOSED LAND USE: Residential Development

3. PARCEL TWO INFORMATION

PROPERTY IDENTIFICATION NUMBER: X579 000 3150 1010
LEGAL DESCRIPTION: 79 TSP 3 SEC 15 T & P ABST 2153 W 1/2 OF NE 1/4 OF NW 1/4 OF SW 1/4
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: 6
ACREAGE: 5 acres PRESENT ZONING: N/A PRESENT LAND USE: Vacant
PROPOSED ZONING: R3-A PROPOSED LAND USE: Residential Development

4. PARCEL THREE INFORMATION

PROPERTY IDENTIFICATION NUMBER: X579 000 3150 0359
LEGAL DESCRIPTION: 79 SP 3 SEC 15 T & P ABST 2153 E 1/2 OF SW 1/4 OF SW 1/4 OF NW 1/4
STREET ADDRESS OR LOCATION: _____ REP DISTRICT: 6
ACREAGE: 5 acres PRESENT ZONING: N/A PRESENT LAND USE: Vacant
PROPOSED ZONING: R3-A PROPOSED LAND USE: Residential Development

5. ADDITIONAL INFORMATION

OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL(S):
Printed Name: Joseph L. O'Leary Signature: [Signature]
Printed Name: _____ Signature: _____
Printed Name: _____ Signature: _____

Note: Signatures are required for all owners of record for the property proposed for annexation. Attach additional signatures on a separate sheet of paper.

OFFICE USE ONLY

Case# SUAX17-00001 RECEIVED DATE: 9/7/17 APPLICATION FEE: \$ 664.91
DCC REVIEW DATE: / / (9:00 am _____)
CPC REVIEW DATE: / / (1:30 pm _____)
ACCEPTED BY: KARINA BRASGALLA

Application



1. CONTACT INFORMATION	
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2. PARCEL ONE INFORMATION

3. PARCEL TWO INFORMATION

4. PARCEL THREE INFORMATION

5. ADDITIONAL INFORMATION

Note: Signatures are required for all owners of record for the property proposed for annexation. Attach additional signatures on a separate sheet of paper.

Revised 4/2014

SHEET 2 OF 2

ATTACHMENT 5

Department Comments

Planning & Inspections Department – Planning Division

Recommend approval.

Planning & Inspections Department – Land Development

We have review subject plans and recommend for applicant to address the following comments:

1. Verify and coordinate western subdivision boundary line bearing and distance information on preliminary plat with that of Mesquite Trails Units 6 and 10.
2. Verify pond corner radii are within minimum code requirements on preliminary plat sheet. Curve tables are repeated. Include all radii on curve tables.

Sun Metro

Sun Metro does not oppose this request.

El Paso Fire Department

No comments

El Paso Police Department

As part of the agreement, we are obligated and will provide full services to any citizen. The concern with continued annexations is the strain created on our resources to continue providing expedient quality services.

Capital Improvements Department – Transportation Planning Division

The extension of Cevalia Drive (east/west minor arterial) should be required to be extended and improved to City standards through this property. In addition the north/south major arterial shown on the City's Major Thoroughfare Plan and adjacent to the subject property on its easterly boundary should also be extended and improved to City standards through this property. Both of these arterial dedications should be included in the annexation agreement as shown and required in the City's adopted Major Thoroughfare Plan.

El Paso Water – Stormwater Engineering

The proposed ponding area shall have enough capacity to hold the developed runoff for a designed 100-year storm event.

Texas Department of Transportation

Not located on state right-of-way.

ATTACHMENT 6

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX17-00001

THIS AGREEMENT made and entered into this ____ day of _____ 2018, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and Cuesta Del Sol, Inc. (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of 22.596 acres of real property described in Exhibit "A" and Exhibit "B" that is attached to this annexation agreement (which real property is hereinafter referred to as "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

WHEREAS, Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

One: Should the City annex the Property such annexation will be in accordance with the terms and conditions of this Agreement. This Agreement shall be an exhibit to the ordinance which annexes the property and shall be incorporated for all purposes. It is understood by the Owner that there are significant costs to the City associated with the annexation of Property into the City and of paramount consideration for the City in entering into this Agreement is that the Owner participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement.

Two: Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided below in Section Three and Section Four of this Agreement. It is understood by the Owner that the requirements specified below and specified in Section Three of this Agreement are in addition to the requirements specified in the City of El Paso City Code, City ordinances, City rules and regulations, and the Rules and Regulations of El Paso Water-Public Service Board (EPW-PSB), and Owner agrees to comply with the additional requirements. Owner agrees to develop the Property in accordance with the following additional conditions:

1. No off premise signs shall exist on the Property at the time of annexation.

ATTACHMENT 6

2. The Owner shall provide a ten (10) foot landscaped parkway at the rear of any double frontage residential lots that abut Cevalia Avenue.
3. The Owner shall provide for future access to adjacent vacant areas to the north, east, and south, by stubbing local streets for future extension.
4. The Owner shall improve the entire width of all rights-of-way to be dedicated. Half-streets or other portions of right-of-way width shall not be included in the annexation request.
5. The Owner, at its sole expense, shall improve the dedicated right-of-way to current standards in Title 19 and the City's Design Standards for Construction to complete Cevalia Avenue as a Minor Arterial roadway, and to extend a north-south-oriented thoroughfare as a Major Arterial roadway. The Owner shall not be entitled to any costs or expense for construction of the road to include but not limited to request for overwidth payment reimbursement.
6. The Owner, at its sole expense, shall construct buffered bike lanes on a through-travelling north-south-oriented street, as recommended in the City of El Paso Comprehensive Bike Plan.
7. Owner understands that a Traffic Impact Analysis (TIA) is required in accordance with Title 19 at the time of platting, and by Title 20 at the time of zoning if the property is rezoned to a more intense use or to a use that has the potential to increase the traffic impact on the adjacent traffic infrastructure. Owner agrees to be responsible for constructing or contributing to the cost of construction of the traffic mitigation signalization and traffic calming devices ("Improvements") which the TIA indicates are necessary, attributable and proportional (the Owner's proportionate share) to the development of the Property.
8. The Owner shall reimburse the City for all costs incurred by the City to complete the public notification procedures required by applicable sections of Title 2, Subtitle C, Chapter 43 of the Texas Local Government Code.
9. An annexation fee of \$820 per dwelling unit shall be assessed at the time of plat recordation.

Three: Owner hereby agrees that within 90 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

Four: In addition to any other fees and charges required by the El Paso Water-Public Service Board Rules and Regulations, Owner agrees to pay water and wastewater impact fees in accordance with the City of El Paso's Ordinance #017113 and the EPW-PSB Rules and Regulations No. 16.

<i>Meter Size</i>	<i>Meter Capacity Ratio</i>	<i>(in Dollars \$)</i>	<i>(in Dollars \$)</i>
		<i>Water</i>	<i>Wastewater</i>
<i>Less than 1"</i>	<i>1.00</i>	<i>697.00</i>	<i>920.00</i>
<i>1"</i>	<i>1.67</i>	<i>1,163.00</i>	<i>1,537.00</i>
<i>1½"</i>	<i>3.33</i>	<i>2,321.00</i>	<i>3,065.00</i>
<i>2"</i>	<i>5.33</i>	<i>3,714.00</i>	<i>4,905.00</i>
<i>3"</i>	<i>10.00</i>	<i>6,968.00</i>	<i>9,203.00</i>
<i>4"</i>	<i>16.67</i>	<i>11,615.00</i>	<i>15,341.00</i>
<i>6"</i>	<i>33.33</i>	<i>23,223.00</i>	<i>30,672.00</i>

ATTACHMENT 6

8"	53.33	37,158.00	49,077.00
10"	76.67	40,046.00	52,196.00
12"	143.33	74,899.00	98,924.00

***Fees do not apply to water meter connections made for standby fire protection service**

Impact fees will be assessed and collected by El Paso Water (EPW) after receipt of an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

The Owner is responsible for the cost and the installation of any on-site or off-site water and sewer mains to serve the property that are not part of the EPW's Impact Fee Capital Improvement Program.

Five: Owner shall provide the City with one (1) Mylar and three (3) paper prints of a current aerial map of the Property depicting the condition of the Property at the time of annexation to the City. Such aerial, and any other evidence necessary to demonstrate the existence of any non-conforming lot, use or structure on the Property at the time of annexation, shall be provided by the Owner within thirty (30) days from passage of the ordinance annexing Property to the City. The aerial and other evidence shall be submitted to the Zoning Administrator in the Planning & Inspections Department of the City for validation of such non-conforming lot, use, or structure within the Property.

Notice: Any formal notice or other communication ("Notice") required to be given by one party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery," or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. For the purpose of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

ATTACHMENT 6

- (1) CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79901-1890

Copy to: City Clerk
Same Address as above

- (2) El Paso Water-Public Service Board
Attn: President/CEO
1154 Hawkins Boulevard
El Paso, TX 79925

- (3) OWNER: Cuesta Del Sol, Inc.
11331 James Watt Drive, Bldg. F200
El Paso, Texas 79925-1178

Copy to: CEA Group
4712 Woodrow Bean Drive, Suite F
El Paso, Texas 79924

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Successors and Assigns: This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon, and shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land-use regulations that may apply to a specific lot.

Remedies: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained. In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty- (30-) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

ATTACHMENT 6

Force Majeure: In the event that any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inability of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property. If the Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

Waiver: Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Reservation of Rights: to the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ATTACHMENT 6

Further Documents: Each Party agrees that at any time after execution of this Agreement, it will upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effect the terms of this Agreement.

Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Effect of State and Federal Laws: Notwithstanding any other provisions of this Agreement, each Party in carrying out the terms of this Agreement shall comply with all applicable State and Federal laws.

Headings: The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

Counterparts: It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

Authority for Execution: Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

APPROVED on this _____ day of _____, 2018.

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Karla M. Nieman
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Victor Morrison-Vega, Interim Director
Planning & Inspections Department

ATTACHMENT 6

APPROVED AS TO FORM:

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

General Counsel

John Balliew, President/CEO

ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE

DRAFT

ATTACHMENT 6

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____ 2018,
by Tomás González, as City Manager of the City of El Paso, Texas

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2018, by,
John Balliew, as President/CEO of the El Paso Water-Public Service Board.

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

(ACCEPTANCE ON FOLLOWING PAGE)

ATTACHMENT 6

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2018.

Owner(s): Cuesta Del Sol, Inc.

By: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2018, by _____, as _____ of Cuesta Del Sol, Inc.

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires:

ATTACHMENT 6

Exhibit A Metes and Bounds Description

Being a Portion of Section 15,
Block 79, Township 3,
Texas and Pacific Railway Company Surveys
El Paso County, Texas

December 15, 2016

METES AND BOUNDS DESCRIPTION Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Section 15, Block 79, Township 3, Texas and Pacific Railway Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found nail and shiner at the common Section Corner of Sections 15, 16, 17 and 18. **THENCE**, leaving said common Section Corner and along the common section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1964.36 feet to a set nail for corner at the **POINT OF BEGINNING** of the herein described parcel;

THENCE, continuing along said common Section line of Sections 15 and 16, North 02° 22' 00" East, a distance of 1309.58 feet to a set iron rod for corner;

THENCE, leaving said common Section line, South 86° 55' 53" East, a distance of 669.65 feet to a set iron rod for corner;

THENCE, South 02° 27' 34" West, a distance of 654.80 feet to a set iron rod for corner;

THENCE, South 86° 55' 44" East, a distance of 332.20 feet to a set iron rod for corner;

THENCE, South 02° 27' 36" West, a distance of 654.82 feet to a set iron rod for corner;

THENCE, North 86° 55' 35" West, a distance of 332.19 feet to a set iron rod for corner;

THENCE, North 02° 27' 34" East, a distance of 327.40 feet to a set iron rod for corner;

THENCE, North 86° 55' 39" West, a distance of 332.20 feet to a set iron rod for corner;

THENCE, South 02° 27' 32" West, a distance of 327.40 feet to a set iron rod for corner;

THENCE, North 86° 55' 35" West, a distance of 335.34 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 984,285.12 square feet or 22.5960 Acres of land more or less.

Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950

CAD CONSULTING COMPANY,
1790 Lee Trevino Suite #503
El Paso, Texas 79936
(915) 633-6422
J:\M&B\2016\16-2384.wpd

Exhibit C

Generalized Plot Plan

